IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

CITGO PETROLEUM CORPORATION,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No.**
	)	
JIM RAPTIS and J.R. SERVICES, INC.,	)	
	)	
Defendants.	)	

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff CITGO Petroleum Corporation ("CITGO"), for its complaint against Defendants Jim Raptis ("Raptis") and J.R. Services, Inc. ("J.R. Services"), alleges as follows:

NATURE OF THE ACTION

1. This is a suit for trademark infringement arising from Defendants' unauthorized use of CITGO trademarks and trade dress.

PARTIES

2. CITGO is a Delaware corporation with its principal place of business at 1293 Eldridge Parkway, Houston, TX 77077. CITGO is a refiner and marketer of petroleum products, including a complete line of motor fuels, oils, and other fluids for use in automobiles, trucks, and other vehicles. CITGO markets its motor fuels through a network of independent distributors and dealers, who are licensed to resell the CITGO-supplied fuels under the CITGO name and trademarks.

3. Raptis is the president of J.R. Services, a corporation organized under the laws of the State of Illinois that has its office at 260 North Cass Avenue, Westmont, Illinois, located in DuPage County, Illinois. On information and belief, Raptis also resides in DuPage County, Illinois.

4. Raptis and J.R. Services operate a convenience store at the 260 North Cass Avenue premises, which does business as "Jimmy's". Raptis and J.R. Services formerly operated Jimmy's as a CITGO-branded gasoline station. Raptis and J.R. Services now operate Jimmy's as just a convenience store—they no longer sell gasoline at the 260 North Cass Avenue premises. Raptis and J.R. Services have, however, sold goods at Jimmy's that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a) because this is an action arising under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051, *et seq*. (the "Lanham Act").

6. Venue is proper in this jurisdiction under 28 U.S.C. §§ 1391(b)(1), because both Defendants reside in this judicial district, and under 28 U.S.C. § 1391(b)(2), because this is the judicial district in which a substantial part of the events or omissions giving rise to the claim occurred.

FACTS

CITGO's Trademarks

7. Decades before the acts complained of here, CITGO adopted and began using the name "CITGO," the distinctive CITGO orange-and-red trimark, and several other registered and well-recognized accompanying designs and trade names as trademarks and trade dress (collectively, the "CITGO Marks") to identify its petroleum products. CITGO has continuously used the CITGO Marks in connection with the manufacture, distribution, and

sale of petroleum products throughout the United States and has duly registered the CITGO Marks with the United States Patent and Trademark Office.

8. Specifically, CITGO owns the following federal trademark registrations for petroleum products and related services:

Reg. No	Reg. Date	Product or Trade Name
798,036	1965-10-26	Gasoline
811,940	1966-08-02	Lubricating oils; Automobile service station services.
836,105	1967-09-26	Transportation and storage of petroleum products.
844,353	1968-02-20	Gasoline, lubricating oils, antifreeze, automobile services station services, etc.
1,912,959	1995-08-22	Gasoline and lubricants for vehicles, watercraft, industrial, domestic and farm applications

9. The CITGO Marks are attached to and incorporated into this complaint as **Exhibit A**. The registrations in Exhibit A are valid, have been used continuously since their registration with the United States Patent and Trademark Office, and remain in full force and effect.

10. Registration numbers 798,036 and 811,940 cover the name "CITGO," numbers 844,353 and 836,105 cover both the name "CITGO" and CITGO's orange-and-red trimark, and number 1,912,959 covers CITGO's trimark.

11. Today, CITGO is engaged in interstate commerce and markets its products and services under the CITGO Marks across the United States. CITGO products have included, but have not been limited to, gasoline, automobile lubricants, lubricating oils, petroleum wax, automatic transmission fluid, penetrating oil, grease, cutting oil, mold

release oil, antifreeze, rust inhibitor, solvent, credit card services, automobile service station services, automobile lubrication services, and various articles of clothing.

12. As a result of CITGO's long-term and exclusive use of the CITGO Marks on its gasoline, oils, and other products, as well as the display and sale of these products in retail stores, the CITGO Marks have become well-known and famous to the trade and general public throughout the United States. CITGO has established extensive good will in and public recognition of the distinctive CITGO Marks as exclusive identifications of CITGO's goods and services. This good will is one of CITGO's most important assets. Customers expect that the products they purchase under the CITGO Marks will meet CITGO's quality and performance standards.

CITGO's Gasoline Marketing Business and Licensing of the CITGO Marks

13. CITGO does not directly own or operate any retail outlets. Rather, it distributes its branded motor fuels through a network of independent franchisee-distributors, which CITGO refers to as "branded marketers."

14. Each branded marketer has a written franchise agreement with CITGO, known as a "Marketer Franchise Agreement" or "MFA" for short. Each MFA has two key components: (1) a supply agreement requiring the branded marketer to purchase a certain volume of CITGO-branded fuel; and (2) a license to use and sublicense the use of CITGO's brand and the CITGO Marks in connection with the resale of the fuel purchased from CITGO.

15. Under the MFA, each branded marketer's right to use the CITGO brand is strictly limited to use in connection with the resale of CITGO-brand gasoline, and each branded marketer and dealer is subject to CITGO's image standards and requirements. The

MFA also provides that CITGO retains title to and ownership of all signs and branding materials that bear its name, trademarks or trade dress, and that CITGO also has the right to remove any such signs and branding materials from any retail location at any time.

16. Some branded marketers resell the CITGO-branded fuel at retail locations that they own and operate. In most cases, however, including this case, the branded marketer enters into its own supply and sublicensing arrangement with an independent dealer.

17. In this case, CITGO entered into an MFA with a branded marketer called State Oil Company Division of S & S Petroleum ("State Oil"); and, on information and belief, State Oil in turn entered into a supply and sublicensing agreement with J.R. Services and supplied J.R. Services with CITGO gasoline for the station at 260 North Cass Avenue in Westmont, Illinois. This station operated by J.R. Services was later supplied with CITGO gasoline by another branded marketer, Parent Petroleum Inc. ("Parent Petroleum"), with which CITGO had also entered into an MFA. CITGO has never had a direct contractual relationship with Raptis or J.R. Services.

Raptis's and J.R. Services' Unauthorized Use of CITGO Marks

18. In 2016, J.R. Services ceased selling gasoline at the 260 North Cass Avenue premises. CITGO and Parent Petroleum then repeatedly requested that Raptis and J.R. Services remove or paint over the CITGO Marks at the 260 North Cass Avenue premises, or permit Parent Petroleum to remove or paint over the CITGO Marks, and notified Raptis and J.R. Services that the continued use of the CITGO Marks at the 260 North Cass Avenue premises violates the Lanham Act. Although J.R. Services was required to remove or paint over the CITGO Marks when it ceased selling CITGO gasoline at the 260 North Cass Avenue

premises, Raptis and J.R. Services repeatedly refused CITGO's and Parent Petroleum's demands to remove or paint over the CITGO Marks and refused to permit Parent Petroleum to remove or paint over the CITGO Marks.

19. At Raptis's direction and under Raptis's control, J.R. Services has sold goods at the 260 North Cass Avenue premises that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks.

20. At Raptis's direction and under Raptis's control, J.R. Services has continued to display CITGO Marks at the 260 North Cass Avenue premises.

21. CITGO has never had any relationship with Raptis or J.R. Services. Raptis and J.R. Services nevertheless have used CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks.

22. Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, is without CITGO's authorization or consent. Since J.R. Services ceased selling CITGO gasoline at the 260 North Cass Avenue premises, neither Raptis nor J.R. Services has had any right, contractual or otherwise, to use or display CITGO Marks. The fact that J.R. Services may have had such rights in the past, while J.R. Services was selling CITGO gasoline, does not provide a basis for Raptis or J.R. Services to continue to display CITGO Marks or to misleadingly use CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks.

23. Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, harms the public by deceiving or having the tendency to deceive a substantial segment of the public into believing that:

A. CITGO gasoline and/or other petroleum products are actually sold at the 260 North Cass Avenue premises – when in fact no gasoline or CITGO petroleum products are sold there – thereby drawing those seeking gasoline and/or other CITGO petroleum products to the store under false premises; and

B. Goods sold at the store at the 260 North Cass Avenue premises are warranted by or otherwise lawfully associated with CITGO, when in fact they are not.

24. By reason of Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, CITGO has suffered and will continue to suffer damage and injury to its business, reputation, and goodwill, and will sustain losses of revenue and profits. CITGO has already suffered monetary damages in an indeterminate amount because of Raptis's and J.R. Services' use of CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks.

COUNT I

Trademark Infringement – Violation of the Lanham Act, 15 U.S.C. § 1114

25. CITGO repeats and incorporates the allegations of paragraphs 1 – 24 of this complaint as though fully alleged in this paragraph.

26. Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, harms the public by deceiving or having the tendency to deceive a substantial segment of the public into believing that:

A. CITGO gasoline and/or other petroleum products are actually sold at the 260 North Cass Avenue premises – when in fact no gasoline or CITGO petroleum products are sold there – thereby drawing those seeking gasoline and/or other CITGO petroleum products to the store under false premises; and

B. Goods sold at the store at the 260 North Cass Avenue premises are warranted by or otherwise lawfully associated with CITGO, when in fact they are not.

27. Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, constitutes infringement of registered trademarks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

28. Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures,

nor distributes, nor authorizes others to sell using CITGO Marks, has been knowing, willful, intentional, or in reckless disregard of CITGO's rights.

29. By reason of Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, CITGO has suffered and will continue to suffer damage and injury to its business and reputation, and will sustain losses of revenue and profits. CITGO has already suffered monetary damages in an indeterminate amount.

30. Raptis's and J.R. Services' continued unauthorized use of CITGO Marks, including, *inter alia*, in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, is greatly and irreparably damaging to CITGO and will continue to damage CITGO until enjoined by this Court. CITGO is without an adequate remedy at law.

COUNT II
False Designation of Origin and False Description – Violation of the Lanham Act, 15 U.S.C. § 1125

31. CITGO repeats and incorporates the allegations of paragraphs 1 – 30 of this complaint as though fully alleged in this paragraph.

32. Raptis's and J.R. Services' use of CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, has tended falsely to represent goods sold by J.R. Services as being affiliated, connected or associated with, or sponsored or approved by, CITGO in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

33. Raptis's and J.R. Services' use of CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, constitutes use in commerce of false or misleading descriptions of fact in commercial advertising and promotion, which misrepresent the nature, characteristics and qualities of J.R. Services' goods in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

34. Raptis's and J.R. Services' use of CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, has been knowing, willful, intentional, or in reckless disregard of CITGO's rights.

35. By reason of Raptis's and J.R. Services' use of CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, CITGO has suffered and will continue to suffer damage and injury to its business and reputation, and will sustain losses of revenue and profits. CITGO has already suffered monetary damages in an indeterminate amount.

36. Raptis's and J.R. Services' use of CITGO Marks in connection with the sale of goods that CITGO neither manufactures, nor distributes, nor authorizes others to sell using CITGO Marks, has greatly and irreparably damaged CITGO and will continue to damage CITGO until enjoined by this Court. CITGO is without an adequate remedy at law.

PRAYER FOR RELIEF

Wherefore, CITGO prays for a judgment in its favor and against Defendants that:

a. Preliminarily and permanently restrains and enjoins Defendants and their officers, agents, servants, employees, attorneys, successors, assigns, and all persons in active concert or participation with any of them, individually or collectively, from:

i. Using the CITGO Marks, or any other name or mark likely to cause confusion with the CITGO Marks;

ii. Doing any other act or thing that is likely to confuse, mislead, or deceive others into believing that goods emanate from, or are connected with, sponsored by, or approved by CITGO;

iii. Doing any act that interferes with entry by CITGO or its agents onto the property located at 260 North Cass Avenue, Westmont, Illinois, on a date and at a time set by the Court, and removal by CITGO or its agents on that date and at that time of all signs and trade dress using or displaying CITGO brand names, marks, or trade dress from that property; and

iv. Assisting, aiding, or abetting any person or entity to engage in any of the activities prohibited in subparagraphs (i) through (iii);

b. Authorizes CITGO or its agents to enter onto the property located at 260 North Cass Avenue, Westmont, Illinois, on a date and at a time set by the Court, and on that date and at that time to remove all signs and trade dress using or displaying CITGO brand names, marks, or trade dress from that property;

c. Requires Defendants to pay to CITGO:

i. CITGO's actual damages;

ii. Treble damages;

iii. Any wrongful profits enjoyed by Defendants enhanced as the Court deems appropriate;

v. CITGO's costs and attorneys' fees;

vi. Punitive damages; and

vii. Prejudgment interest;

d. In accordance with 15 U.S.C. § 1116(a), requires Defendants to file with this Court and serve on CITGO a report in writing under oath setting forth in detail the manner and form in which they have complied with the terms of any injunction entered by this Court; and

e. Granting such other and further relief to CITGO as the Court may deem proper.

Dated: May 4, 2017

By: */s/ Scott C. Solberg*

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